



MONTANA DEPARTMENT OF TRANSPORTATION INVITATION FOR BID (IFB) (THIS IS NOT AN ORDER)

IFB Number:
HWY-309400-KS

IFB Title:
CHANGEABLE MESSAGE SIGNS & TRAFFIC SIGNALS

IFB Due Date and Time:
December 22, 2009
3:00 p.m., Local Time

Number of Pages: 1 of 15

ISSUING AGENCY INFORMATION

Procurement Officer:
Kim Stewart

Issue Date:
November 24, 2009

**MONTANA DEPARTMENT OF TRANSPORTATION
PURCHASING SERVICES BUREAU
2701 PROSPECT AVE
PO BOX 201001
HELENA MT 59620-1001**

**Phone: (406) 444-9282
Fax: (406) 444-5411
TTY Users, (406) 444-7696**

Website: <http://gsd.mt.gov/>

INSTRUCTIONS TO BIDDERS

**COMPLETE THE INFORMATION BELOW AND
RETURN THIS PAGE WITH YOUR BID AND ANY
REQUIRED DOCUMENTS TO THE ADDRESS
LISTED ABOVE UNDER "ISSUING AGENCY
INFORMATION."**

Mark Face of Envelope/Package:

**IFB Number: HWY-309400-KS
IFB Due Date: December 22, 2009**

SEALED BIDS will be received and publicly opened
in the Administrative Division at 3:00 pm.

**Attachments: CHANGEABLE MESSAGE SIGN
DETAILS**

BIDDERS MUST COMPLETE THE FOLLOWING

Federal Tax ID Number:

Delivery Date:

Bidder Name/Address:

Authorized Bidder Signatory:

(Please print name and sign in ink)

Bidder Phone Number:

Bidder FAX Number:

Bidder E-mail Address:

IMPORTANT: SEE STANDARD TERMS AND CONDITIONS

HIGHWAY CIVIL RIGHTS

The Contractor must, in performance of work on this contract, fully comply with all applicable federal, state or local laws, rules and regulations. The Contractor must comply with the provisions of all appropriate federal laws, including Title VI of the Civil Rights Act of 1964. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provisions of the appropriate federal laws, including Title VI of the Federal Civil Rights Act of 1964. In accordance with 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform work on this contract will be made on the basis of merit and qualifications and that there will be no discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disabilities or national origin by the persons performing the contract.

BILL TO: DEPT OF TRANSPORTATION
TRAFFIC ENGINEERING SECTION
PO BOX 201001
HELENA MT 59620-1001

F.O.B. ADDRESS: DEPT OF TRANSPORTATION
VARIOUS LOCATIONS as
SPECIFIED HEREIN

Questions may be directed to Allen Levens at (406) 444-6219 in Helena. However, any changes to the requirements of the Invitation for Bid (IFB) can only be made by the Montana Department of Transportation (Department) in writing, and claimed oral modifications are not valid or binding.

1.0. FEDERAL AID REQUIREMENTS

Some of the product purchased from the resulting contract of this Invitation for Bid **may** be purchased with Federal Aid Funds. Therefore, the following provisions will apply to the Invitation for Bid and to the resulting contract.

A. MONTANA PREFERENCES

Since Federal Aid Funds will be utilized to pay for this project, the Montana bid preferences will not apply.

B. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, Contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

C. NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

D. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the Department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency may terminate this transaction for cause of default.
- d. The prospective primary participant shall provide immediate written notice to the Department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency entering into this transaction.

- g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency may terminate this transaction for cause or default.

E. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--PRIMARY COVERED TRANSACTIONS

- 1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
 - b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
 - d. Have not within a 3-year period preceding this application/ proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

F. INSTRUCTIONS FOR CERTIFICATION - LOWER TIER COVERED TRANSACTIONS

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

G. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

H. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

2.0. STANDARD TERMS AND CONDITIONS

By submitting a response to this invitation for bid, request for proposal, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

2.1. ACCEPTANCE/REJECTION OF BIDS OR PROPOSALS

The Department reserves the right to accept or reject any or all bids or proposals, wholly or in part, and to make awards in any manner deemed in the best interest of the Department. Bids, proposals will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal.

2.2. ACCESS AND RETENTION OF RECORDS

The Contractor agrees to provide the Department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance (Mont. Code Ann. § 18-1-118). The Contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation or exception relating to the contract taken by the State of Montana or third party.

2.3. ALTERATION OF SOLICITATION DOCUMENT

In the event of inconsistencies or contradictions between language contained in the Department's solicitation document and a vendor's response, the language contained in the Department's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

2.4. ANTITRUST ASSIGNMENT CLAUSE

All vendors, Contractors and subcontractors hereby assign to the State of Montana any and all claims or causes of action for any antitrust law violations or damages arising therefrom as to goods, materials and services purchased under the terms of this agreement and any change order that may result from this agreement. This assignment is made on behalf of the vendor, Contractor and all subcontractors, which may be hired or contracted with to furnish goods, materials or services.

2.5. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

The Contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the Department. (Mont. Code Ann. § 18-4-141.)

2.6. AUTHORITY

The following bid, request for proposal, limited solicitation, or contract is issued in accordance with Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

2.7. BILLING

The State of Montana cannot pay for materials or services in advance. All billing against this purchase order must be made only after completion of receipt of merchandise or services rendered.

2.8. COLLUSION PROHIBITED

Prices quoted shall be established without collusion with other Contractors and without attempt to preclude the Department from obtaining the lowest possible competitive price.

2.9. COMPLIANCE WITH LAWS

The Contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

2.10. CONFORMANCE WITH CONTRACT

No alteration of the terms, conditions, delivery, price, quality, quantities or specifications of the contract shall be granted without prior written consent of the Department of Transportation Purchasing Bureau. Supplies delivered which do not conform to the contract terms, conditions and specifications may be rejected and returned at the Contractor's expense.

2.11. DISABILITY ACCOMMODATIONS

The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services or activities. Individuals, who need aids, alternative document formats or services for effective communications or other disability-related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

2.12. EXCEPTIONS

A prospective Contractor may take "exception" to bid terms, conditions, specifications and dates stated within the bid package. However, the Department reserves the right to disqualify any and all bids submitted which include exceptions, if deemed not in the Department's best interest.

2.13. FACSIMILE RESPONSES

Facsimile bids sent directly to the Department of Transportation will not be accepted; however, facsimile bids sent to a 3rd party and then delivered to the Department in a properly addressed, sealed envelope will be accepted.

2.14. FAILURE TO HONOR BID/PROPOSAL

If a bidder/Contractor to whom a contract is awarded refuses to accept the award (PO/contract) or, fails to deliver in accordance with the contract terms and conditions, the Department may, in its discretion, suspend the bidder/Contractor for a period of time from entering into any contracts with the State of Montana.

2.15. FORCE MAJEURE

Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

2.16. HOLD HARMLESS/INDEMNIFICATION

Contractor agrees to defend, protect, indemnify and save harmless the State of Montana and Department against and from all claims, liabilities, demands, causes of action, judgments (including costs and reasonable attorneys fees), and losses to them from any cause whatever (including patent, trademark and copyright infringements) from the Agreement and its execution. This includes any suits, claims, actions, losses, costs or damages of any kind, including the State's and Department's legal expenses, arising out of, in connection with, or incidental to the Agreement, but does not include any such suits, claims, actions, losses, costs or damages which are solely the result of the negligent acts, omissions or misconduct of Department's employees if they do not arise out of, depend upon or relate to a negligent act, omission or misconduct of Contractor's employees. The Contractor assumes all responsibility for ensuring and enforcing safe working conditions and compliance with all safety-related rules and regulations for the benefit of its own employees, the employees of any subcontractor, and the public. That responsibility includes all duties relating to safety, regardless of whether any such duties are, or are alleged to be, "nondelegable" (e.g., the Montana Safe Place to Work Statute, etc.). This indemnification is expressly intended by the parties to include any claims, liabilities, demands, causes of action, judgments (including costs and reasonable attorneys fees), and losses that are, or are alleged or held to be, based upon a breach by the Department of a nondelegable duty relating to workplace safety for the Contractor's employees, the employees of any subcontractor, and the public.

2.17. LATE BIDS AND PROPOSALS

Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to assure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

2.18. PAYMENT TERM

All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the Department is allowed 30 days to pay such invoices. All Contractors may be required to provide banking information at the time of contract execution in order to facilitate state electronic funds transfer payments.

2.19. PREPARATION OF BIDS

Bids must be written in ink and/or typewritten on bid forms furnished herewith. Erasures and alterations must be initialed by the Contractor in ink. Verbal bids will not be accepted. Facsimile bids sent directly to the Department will not be accepted; however, facsimile bids sent to a third party and then delivered to the Department in a properly addressed, sealed envelope will be accepted. Bid quotations shall be considered firm for 30 days after the date of opening unless otherwise stated in writing within the bid package.

2.20. REFERENCE TO CONTRACT

The contract or purchase order number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract.

2.21. REGISTRATION WITH THE SECRETARY OF STATE

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://www.sos.state.mt.us>.

2.22. REJECTION OF BIDS

The Department reserves the right to reject any and all bids (wholly or in part) which fail to meet the terms, conditions and specifications of the bid package; or, are determined to be not in the Department's best interests; or, for which funding is not available. The Department reserves the right to reject bid proposals, waive technicalities, or advertise for new proposals. Bids will be firm for 30 days, unless stated otherwise in the text of this invitation for bid.

A written or verbal explanation regarding rejected bids may be obtained by contacting the Purchasing Services Bureau (406-444-9282) in Helena.

2.23. SEPARABILITY CLAUSE

A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

2.24. SHIPPING

Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

2.25. SOLICITATION DOCUMENT EXAMINATION

Vendors shall promptly notify the Department of any ambiguity, inconsistency or error, which they may discover upon examination of a solicitation document.

2.26. TAX EXEMPTION

The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

2.27. TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED

Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Mont. Code Ann. § 18-5-603.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual.

2.28. TERMINATION OF CONTRACT

Unless otherwise stated, the Department may, by written notice to the Contractor, terminate the contract in whole or in part at any time the Contractor fails to perform the contract.

2.29. UNAVAILABILITY OF FUNDING

The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Mont. Code Ann. § 18-4-313 (3).)

2.30. UNIT PRICE

Unless otherwise specified, the unit price for each line items must be provided in the appropriate space within the bid document: This shall be known as the "base" bid. The unit price for multiple items must be extended to reflect the total price for the quantity of items requested. Unless otherwise specified, the unit price shall prevail.

2.31. U.S. FUNDS

All prices and payments must be in U.S. dollars.

2.32. VENUE

This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Mont. Code Ann. § 18-1-401.)

2.33. WARRANTIES

The Contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Exceptions will be rejected.

3.0. FOB LOCATIONS

DEPT OF TRANSPORTATION
2100 W BROADWAY
MISSOULA MT 59807

DEPT OF TRANSPORTATION
503 N RIVER AVE
GLENDALE MT 59330

DEPT OF TRANSPORTATION
85 - 5TH AVE EN
KALISPELL MT 59904

DEPT OF TRANSPORTATION
HWY 25 E
WOLF POINT MT 59201

DEPT OF TRANSPORTATION
3751 WYNNE
BUTTE MT 59702

DEPT OF TRANSPORTATION
217 N 4TH
MILES CITY MT 59301

DEPT OF TRANSPORTATION
907 N ROUSE
BOZEMAN MT 59771

DEPT OF TRANSPORTATION
424 MOREY ST
BILLINGS MT 59104

DEPT OF TRANSPORTATION
200 SMELTER AVE NE
GREAT FALLS MT 59403

DEPT OF TRANSPORTATION
1620 AIRPORT RD
LEWISTOWN MT 59457

DEPT OF TRANSPORTATION
1671 HIGHWAY 2 W
HAVRE MT 59501

DEPT OF TRANSPORTATION
2701 PROSPECT AVE
HELENA MT 59620

4.0. COMMODITY SPECIFICATIONS

Provide and deliver F.O.B. Various Locations, Changeable Message Signs and Traffic Signals as specified herein.

4.1. SCOPE

This contract is for material for changeable message speed limit signs and crosswalk equipment. Exact quantities are not known. Orders will be placed on an "as-needed" basis. Items shall be delivered F.O.B. to the Department location specified at the time of the order. Nor quantity guarantee is made or implied. Prices to remain firm throughout the term of the contract.

4.2. SPECIFICATIONS

4.2.1. Department requirements include the following items:

- a. Small Changeable Message Sign – 24" wide x 30" high changeable message speed limit sign.
- b. Large Changeable Message Sign – 36" wide x 48" high changeable message speed limit sign.
- c. Control Cabinet – Control cabinet with time clock, circuit breaker and flasher.
- d. Traffic Signal – 8" traffic signal with mounting bracket.
- e. Pole – 4 ½" steel pipe with cast aluminum base and anchor bolts.

4.2.2. Changeable Message Speed Limit Sign

The sign shall be an electro-mechanical speed limit sign capable of displaying two different speed limits. The speed limit shall be displayed on movable hinges panels controlled by a 115-volt motor.

The motor shall be a magnetic brake, non-reversing and gear reduction type. The drive mechanism shall have a self-locking device and positive drive on both cycles with spring override. The drive mechanism shall be enclosed in a corrosion resistant enclosure. The enclosure shall have a terminal strip to accommodate field wiring.

The sign assembly shall include mounting brackets to attach the sign to a 4 ½" outside diameter pole at two points. The brackets shall use U-bolts to attach the sign to the pole.

The sign blank shall be constructed of 6061-T6 aluminum mounted on a 6061-T6 aluminum angle frame. The sign blank shall be either 24" wide by 30" high or 36" wide by 48" high.

The sign face shall be fabricated with reflective high intensity grade sheeting. The sign shall conform to the Manual on Uniform Control Devices. The sign size and the speed limits displayed on the sign will be specified with the sign is ordered.

The sign mechanism shall not be damaged by forcing the panels open or closed within normal 180° operating range. The sign shall operate within a temperature range of 40°C to 60°C.

4.2.3. Control Cabinet

The cabinet shall include a time clock, terminal strip, circuit breaker, flasher, auto-off-manual switch and surge arrestor. The cabinet shall control the opening and closing of the changeable message sign and control the flashing beacons. One copy of the cabinet wiring diagram shall be supplied with each cabinet.

The cabinet shall be constructed from sheet aluminum (min 0.125" thick) and have a hinged lockable door. The cabinet shall be NEMA Type 3R. The cabinet shall be supplied with hardware for mounting on a 4 ½" outside diameter pole. The outside diameter dimensions of the cabinet shall be a minimum of 14" high x 12" wide x 7" deep.

The time clock shall be a solid-state device used for switching electric circuits according to a pre-set time and date program. The time clock shall be programmable to skip specific days and to automatically adjust for day light savings time. The time clock shall automatically compensate for leap year. The time clock shall be capable of operating correctly and displaying the correct day of the week past the year 2000.

Time keeping shall be synchronous with the AC power line frequency. The program and time keeping shall be maintained for 24 hours by a capacitive memory back-up in the event of a power failure. The time clock shall be capable of a minimum of eight on or off steps per day and operated within a temperature range of 30°C to 70°C.

A terminal strip with a sufficient number of attaching points (at least eight points) for the required conductors shall be included within the cabinet. The terminal strip shall be labeled to show the function of each terminal. The circuit breaker shall be rated at 15 amps. The flasher shall be a solid-state, dual circuit plug-in type flasher. The flasher shall meet all NEMA Type 2 requirements.

The auto-off manual switch shall be used to test and operate the changeable message signs and flashing beacons as follows:

- Auto Position – sign and beacons controlled by the time clock.
- Off Position – sign closed and beacons off.
- Manual Position – sign open and beacons flashing.

4.2.4. Traffic Signal

The traffic signal shall meet or exceed the general specifications and definitions for signal heads as specified in the Institute of Traffic Engineers Technical Report No. 1 or latest version thereof.

The lens shall be yellow, 8" in diameter and made of polycarbonate. The lamp shall be 90 or 91 watt with 1,050 initial lumens. The reflector shall be an "Alzak" type reflector.

All parts of the signal housing, including the doors and body, shall be made of die-cast aluminum. The signal shall have a removable tunnel (open bottom) visor and 5" border back plate.

The mounting hardware shall be used to mount the signal head on a 4 ½" outside diameter pole. The mounting hardware shall consist of a pole plate, a 6" steel (not aluminum) pipe nipple, a 90° elbow with a locknut and any bolts needed to attach the signal to the pole. A detail showing the mounting hardware is attached to these specifications. The pole plate shall be bronze and able to be bolted to a pole. The elbow and locknut shall connect to the top of the signal housing. The elbow and locknut

shall be made of malleable iron. The steel pipe nipple shall be 1 ½" x 6" long and be used to connect the elbow to the pole plate.

Signal heads and mounting brackets shall be painted dark olive-green.

4.2.5. Pole

The pole shaft shall be a signal, 4 ½" outside diameter, galvanized, schedule 40 steel pipe. The shaft shall be 18' in length and have a pole cap. The shaft shall be threaded at one end. The threaded end of the pole shall be protected during shipping to prevent damage to the threads.

The base shall be single piece, cast aluminum and internally threaded to match the threads on the pole shaft. The base shall meet or exceed 1985 AASHTO breakaway requirements. The base shall be furnished with an internal grounding lug and an 8" square hand hole with removable cover.

The base shall also include four steel anchor bolts with an "L" bend at the bottom and nuts and washers. Anchor bolt size and circle shall be per manufacturer's recommendations. A minimum of the top 3" of the anchor bolts shall be threaded and galvanized.

4.2.6. Literature

Within 20 calendar days of award, the Contractor shall submit the following for approval to the Traffic Engineering Section:

- A complete list of the proposed equipment and material, including description, size, name of the manufacturer and catalog number.
- Three (3) copies of the manufacturer's catalog sheets with each specific item underlined in red that includes complete specifications.

5.0. QUOTE SECTION

5.1.	24" x 30" Changeable Message Sign	Cost per each: \$_____
5.2.	36" x 48" Changeable Message Sign	Cost per each: \$_____
5.3.	Control Cabinet	Cost per each: \$_____
5.4.	Traffic Signal	Cost per each: \$_____
5.5.	Pole	Cost per each: \$_____
		Total: \$_____

6.0. DELIVERY

All equipment must be delivered within 110 calendar days of date ordered.

7.0. AWARD PROCESS

Award will be on an "all-or-non" basis to one (1) vendor based on the total of the costs for the five (5) items.

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[illegible]

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